

THIS ORDER IS  
APPROVED.



**TIFFANY & BOSCO**  
P.A.

Dated: November 24, 2010

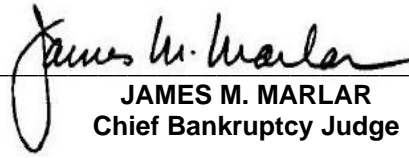
**2525 EAST CAMELBACK ROAD**

**SUITE 300**

**PHOENIX, ARIZONA 85016**

**TELEPHONE: (602) 255-6000**

**FACSIMILE: (602) 255-0192**

  
JAMES M. MARLAR  
Chief Bankruptcy Judge

Mark S. Bosco  
State Bar No. 010167  
Leonard J. McDonald  
State Bar No. 014228  
Attorneys for Movant

10-30857

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 4:10-bk-33846-JMM

Shauna Rae Frazer  
Debtor.

Chapter 7

ORDER

Wells Fargo Bank, N.A.  
Movant,

(Related to Docket #9)

vs.

Shauna Rae Frazer, Debtor, Gayle E. Mills, Trustee.  
  
Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real  
2 property which is the subject of a Deed of Trust dated August 23, 2004 and recorded in the office of the  
3 Pinal County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Shauna Rae Frazer  
4 has an interest in, further described as:

5 Unit Eighty Nine (89), of THIRD AMENDED AND FINAL PLAT FOR MOUNTAIN VISTA  
6 VILLAS CONDOMINIUMS. a condominium as created by that certain Declaration recorded  
7 February 28, 2003 as 2003-013193, of official records and as shown on the plat of said  
8 condominium recorded February 12, 2003 as Cabinet D, Slide 199, in the office of the County  
recorder of Pinal County, Arizona.

Together with a proportionate interest in and 10 the Common Areas. as set forth in said  
Declaration and as shown on said plat.

9 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written  
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance  
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement  
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against  
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter  
15 to which the Debtor may convert.  
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